

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOSE HUERTA, VINICIO MERA, JOSE FLOREZ, and ELVIA
BORJA, individually and on behalf of all others similarly situated,

Plaintiffs,

Civil Action No.
7:23-cv-05382

-against-

STIPULATION

J.D. WORKFORCE, INC., MARAV USA, LLC (D/B/A BINGO
WHOLESALE), HAMWATTIE BISSOON, STEVEN DEANE,
and DAVID WEISS,

Defendants.
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WHEREAS, on October 17, 2023, plaintiffs Jose Huerta, Vinicio Mera, Jose Florez, and Elvia Borja (collectively, “Plaintiffs”) filed an amended complaint (“Amended Complaint”) against defendants, J.D. Workforce, Inc., Hamwattie Bissoon, and Steve Deane (“JDW Defendants”) and against defendants Marav USA LLC d/b/a Bingo Wholesale and David Weiss (“Bingo Defendants”) (collectively, “Defendants”);

WHEREAS, Bingo Defendants have advised Plaintiffs that Marav USA LLC has been incorrectly named as a defendant in this matter and that the correct defendant entity is Marav Monsey LLC;

IT IS HEREBY STIPULATED, AGREED, AND ORDERED, by and between the undersigned, attorneys of record for all parties in the above-entitled action, that:

1. The above entitled action be dismissed without prejudice as to defendant Marav USA LLC;
2. In the event discovery supports claims as to defendant Marav USA LLC, defendants consent that Plaintiffs may reinstate claims against Marav USA LLC in this matter;
3. On or before April 2, 2025, Plaintiffs will file a Second Amended Complaint omitting all references to defendant Marav USA LLC, adding Marav Monsey LLC as a defendant, and

removing all references to defendant Hamwattie Bissoon ("Bissoon") based on this Court's Opinion & Order dated March 3, 2025 dismissing all claims against Bissoon;

4. The Second Amended Complaint will remove Marav USA LLC and Bissoon from the case caption and add Marav Monsey LLC to case caption, and upon the filing of the Second Amended Complaint, the docket shall be amended to reflect the foregoing changes to the case caption;

5. The undersigned counsel for Bingo Defendants will accept service of the summons and the Second Amended Complaint on behalf of Marav Monsey LLC;


6. The parties shall be bound by facsimile, electronic, or scanned signatures and said facsimile, electronic, or scanned signatures shall be considered original signatures for all purposes. This stipulation may be executed in counterparts; and

7. Counsel for Plaintiffs may file this stipulation on the Court docket without further notice.

Dated: New York, New York
March 31, 2025

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*Attorneys for Defendants J.D. Workforce,
Inc., Hamwattie Bissoon, and Steve
Deane*

So Ordered:

Honorable Kenneth M. Karas
United States District Judge